

CHEVRON U.S.A. INC.
ENGINEERING AND MAINTENANCE DEPARTMENT
EL PASO, TEXAS
CONTRACT NO. C-15-084-80 CAST LOCK SERVICES.
SPECIFICATION NO. EP-415-B
December 30, 1980
Page A1 of A5

SPECIFICATION NO. EP-415-B
CONTRACT MILLWRIGHT, MAINTENANCE AND CONSTRUCTION
EL PASO REFINERY

1.0 SCOPE

- 1.1 This contract specification is for annual time and material based on millwright, maintenance and construction work at the El Paso Refinery, 6501 Trowbridge, El Paso, Texas. It includes the furnishing of all service labor, tools, equipment, and material as required by CONTRACTOR, as requested by COMPANY. The exact location and extent of each unit of work to be performed by CONTRACTOR shall be as authorized and directed by COMPANY on an APW, "Authorization to Perform Work", Form MFG-2649.
- 1.2 The intent of this specification and contract is to establish standing contractual requirements and agreements between COMPANY and CONTRACTOR so that millwright, maintenance and construction work may be initiated and performed with minimum paperwork. As the need for millwright, maintenance and construction arises, each job will be initiated with a telephone call and the actual work will be performed with an APW when given to CONTRACTOR'S job supervisor upon entering the refinery.
- 1.3 This specification supplements the Contract Terms and Conditions (Form CO-279). In the event any discrepancy is deemed to exist between this document and said Terms and Conditions, the provisions of the latter shall be controlling.

2.0 GENERAL

- 2.1 CONTRACTOR shall abide by the rules and regulations as set forth in Refinery Instruction No. 1404, "General Instructions to Contractors Working Within the Refinery," which will be a part of the contract. Refinery Instruction No. 1404 covers the generalities of the contract agreement and supplements the Contract Terms and Conditions (Form CO-279).
- 2.2 One or more COMPANY representatives will be assigned to administer the details of the contract and to assign daily work priorities for a given area within the refinery.

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SPECIFICATION NO. EP-415-B
December 30, 1980
Page A2 of A5

2.3 Daily work priorities, manpower requirements, scheduling, and/or additional instruction to CONTRACTOR will be conducted orally between the COMPANY and CONTRACTOR representatives unless the situation, as determined by either or both parties, dictates the need for written authorization, as follows:

2.31 Any work definition, manpower requirement, schedule, or additional instruction to CONTRACTOR that does not constitute a contract change, but requires written authorization, will be transmitted on an "Authorization to Perform Work," Form MFG-2649. An "APW" may be initiated and authorized by the COMPANY representative and the agreement may be commenced immediately. Example: An "APW" would be required for the COMPANY to authorize an increase in the number of CONTRACTOR Technicians being used.

2.32 Any work definition, manpower requirement, schedule, or additional instruction to CONTRACTOR that does constitute a contract change must be transmitted on a "Change", Form GO-283. The "Change" may be initiated by the COMPANY representative, but requires a signature of approval at the appropriate level of authority before the agreement may be commenced. Example: A "Change" would be required for the COMPANY to authorize an increase in the labor rate of CONTRACTOR Technicians being used.

3.0 PERFORMANCE OF WORK

3.1 CONTRACTOR is completely responsible for the quality control of all his work. Workmanship shall be of the highest quality. COMPANY may spotcheck from time to time as determined necessary by COMPANY.

4.0 WORKING HOURS

4.1 CONTRACTOR'S regular, overtime and/or premium working hours shall be as requested and authorized by COMPANY.

4.2 COMPANY'S regular working hours are:

No. 1 Shift - 12:00 M to 7:30 A.M. - 7 hours work - 30 minutes paid lunch period.

No. 2 Shift and Regular Day - 7:30 A.M. to 4:00 P.M. - 8 hours work - 30 minutes unpaid lunch period.

No. 3 Shift - 4:00 P.M. to 12:00 M - 7½ hours work - 30 minutes paid lunch period.

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EL PASO, TEXAS
CONTRACT NO. C-15-084-80 CAST LOCK SERVICES
SPECIFICATION NO. EP-415-B
December 30, 1980
Page A3 of A5

- 4.3 All overtime and/or premium work will be as specifically authorized by COMPANY and approved on CONTRACTOR'S daily time record.

5.0 ITEMS TO BE FURNISHED BY CONTRACTOR

- 5.1 CONTRACTOR shall furnish all service labor, tools, equipment, material, and transportation, as outlined in CONTRACTOR'S Service Quotation and Material Price List, for complete performance of the most routine units of work that CONTRACTOR has been authorized by COMPANY to perform as referred to in Sub-Section 1.1. This includes, but is not limited to, Technician tools basic to the Technician's craft.

6.0 ITEMS TO BE FURNISHED BY COMPANY

- 6.1 COMPANY will furnish any and all tools, equipment, and material not included in CONTRACTOR'S Service Quotation and Material Price List unless COMPANY requests CONTRACTOR, in writing, to furnish otherwise.
- 6.2 COMPANY will furnish all shop drawings, diagrams, or blueprints of COMPANY equipment being repaired as required by CONTRACTOR for complete performance of the work.

7.0 CONTRACT PRICE

- 7.1 COMPANY will compensate CONTRACTOR (Plus all applicable taxes and finance charges) for labor, travel expense, tools, equipment, and material as outlined on face sheet of contract, which will be a part of the contract agreement.
- 7.2 In the event of any increase or decrease in any labor rate or material rate prior to the termination of this contract, CONTRACTOR shall notify COMPANY of the changes by submitting new rate proposals, in writing, for approval. Acceptance by COMPANY may be in whole or in part, and single labor rates or material rates, as well as the entire proposal, may be subject to negotiation and compromise prior to acceptance of a modification to contract by COMPANY. No change will be considered approved until a duly authorized Contract Change Form (GO-283) is processed. It is the COMPANY'S intent that all CONTRACTOR material rates and labor rates be for the duration of the contract and not subject to negotiation unless there are unusual circumstances.

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EL PASO, TEXAS
CONTRACT NO. C-15-084-80 CAST LOCK SERVICES
SPECIFICATION NO. EP-415-B
December 30, 1980
Page A4 of A5

8.0 ACCOUNTING OF CONTRACT COSTS

- 8.1 CONTRACTOR shall keep an accounting of all labor, equipment and material furnished by CONTRACTOR and shall prepare and render by the end of each shift to COMPANY representative, a report using COMPANY'S Daily Time Record, Form CW-811. Daily time records not submitted for approval at the end of the shift on which the work was performed must be approved by the General Maintenance Supervisor.
- 8.2 CONTRACTOR shall retain one copy of each Daily Time Record and furnish COMPANY representative with the original after COMPANY'S and CONTRACTOR'S representatives have each signed the Daily Time Record acknowledging that it is correct. These Daily Time Records shall be used as a basis for computing the total contract price. When submitting invoices for the work, CONTRACTOR shall furnish four copies of the invoice and attach one copy of each Daily Time Record and one copy of the APW pertaining thereto.
- 8.3 Invoicing Instructions
- 8.31 CONTRACTOR shall, for COMPANY'S accounting purposes, furnish invoices in accordance with Paragraph 2.41 of the Contract Terms and Conditions, Form CO-279. All entries on the invoices must be supported by a Daily Time Record or Purchased Material List signed by a COMPANY Representative. Invoices are to show a breakdown of each APW job by actual hours worked, materials, supplies and equipment used, with unit costs, and with the correct refinery charge numbers. Labor, equipment rental, material, and total invoices shall be as follows:
- 8.311 Labor invoices shall indicate APW number, date, refinery charge number, labor classification, hours worked, rate per hour, total charge for each labor classification and total labor charges.
- 8.312 Equipment rental invoices shall indicate APW number, date, refinery charge number, equipment classification, hours used if hourly rate or length of time used if flat rate, rate per hour or flat rate, total charge for each equipment classification and total equipment charges. When rental equipment is furnished for a flat rate, and the flat rate includes equipment rental with operator, invoices will so state.

CHEVRON U.S.A. /
ENGINEERING AND
EL. PASO, TEXAS
CONTRACT NO. C
SPECIFICATION
December 30, 1
Page A5 of A5

8.313 Material invoices shall indicate charge number, name of supplier, material classification, total material classification, total handling material charge.

8.314 Total invoice, or recap, shall include equipment rental charges, material equipment rental, and material

8.32 State sales tax is paid on all materials purchased from wholesale or retail outlets. COMPANY should reflect the "out-of-pocket" CONTRACTOR. Do not apply sales tax amount for COMPANY use when submitting a quote.

INFORMATIVES

9.1 The following Refinery Instruction and blank with this specification for CONTRACTOR'S information.

9.11 Refinery Instruction No. 1108, "Use of

9.12 Authorization to Perform Work, Form MFR

9.13 Contract Change, Form CO-283.

9.14 Daily Time Record, Form CW-811.

L. R. Shanks,